



Side Letter Between The
City of Santee
And The
Santee Firefighters Association, Local 4373
To Address The Emerging Coronavirus Disease 2019 (Covid-19)

This Side Letter of Agreement (Agreement) between the City of Santee and the Santee Firefighters Association, Local 4373 (collectively "Parties") is entered into with respect to the following:

WHEREAS, the Parties are currently parties to a Memorandum of Understanding (MOU) with a term that expires on June 30, 2023;

WHEREAS, on February 11, 2020, the World Health Organization announced a disease, Coronavirus Disease 2019 (COVID-19), that is causing worldwide uncertainty, with unprecedented steps being taken by world leaders, which has resulted in a practical halt to nearly all daily life activities;

WHEREAS, on March 4, 2020, Governor Newsom declared a state of Emergency in the state of California and on March 18, 2020, the City of Santee declared a Local Emergency and EOC Activation in Response to COVID-19;

WHEREAS, on April 8, 2020, the Parties entered into Side Letter to address the potential need for leave unique to Association members as essential first responders and which certain provisions expire December 31, 2020;

WHEREAS, members of the Santee Firefighters Association ("Association") are essential first responders (emergency responders) ;

WHEREAS, to support the City's first responders and Association members, and ensure the operational needs of the Santee Fire Department can be met, the Parties have reached the following agreement:

1. This Agreement shall be incorporated into terms and conditions of Association members' employment, during its effective dates.
2. Members who are directed by the City not to report to a scheduled shift or are sent home during a scheduled shift due to signs and symptoms related to COVID-19 as described per CDC guidelines and in accordance with Department and local guidance, shall be placed on paid administrative leave to cover any missed regularly scheduled shifts, while they are seeking a medical diagnosis (testing). This time will be counted against any federal, state or local paid sick benefit in place at the time, created for the purpose of COVID-19 related absences (i.e. Emergency Paid Sick Leave Act- "EPSLA"), insofar as it qualifies.

3. Any member who tests negative for COVID-19, will no longer be on paid administrative leave, and may either be returned to work, or remain off work using sick leave in accordance with existing provisions of the MOU and City policy, and in accordance with medical guidance.
4. Any member who is subject to quarantine based on a specific federal, state or local order related to that employee (not a general Order applicable to all employees or all members of the public), isolation based on an order of a health care provider due to symptoms of or diagnosis with COVID-19, or placed off work due to a diagnosis with COVID-19 by a healthcare provider, shall be placed on paid administrative leave during that leave status, and shall be quarantined/isolated at a facility provided by the City of Santee, or at home if so desired by the member. The leave will be counted against any federal, state or local paid sick benefit in place at the time, created for the purpose of COVID-19 related absences (i.e. Emergency Paid Sick Leave Act- "EPSLA"), insofar as it qualifies, and pay supplemented by the City up to full pay for all regularly scheduled shifts. If additional leave is required, beyond that provided under a federal, state or local sick leave allowance for COVID-19 related purposes, the member will be on paid administrative leave with full pay from the City.
5. In the event that a member has travelled outside California, while a State or Regional Stay at Home Order or State Travel Advisory is in effect, the member will not be entitled to paid administrative leave if required to quarantine or isolate based upon the travel or an exposure or contracting COVID-19 during the travel. The member will be required to use personal leave to cover required time off and any federal, state or local paid sick benefit in place at the time, created for the purpose of COVID-19 related absences (i.e. Emergency Paid Sick Leave Act- "EPSLA"), insofar as it qualifies. A determination of whether the isolation or quarantine is due to the travel and therefore not eligible for paid administrative leave, will be based on the specific facts of the travel, exposure, an evaluation of the timing of developing symptoms and/or testing positive. This determination will be made by the Fire Chief in consultation with the Human Resources Director.
6. The parties agree that as emergency responders whose role is critical to support the health and safety of the community, and who serve a critical role in the continuity of the operations of the City of Santee Fire Department, members are excluded from the Emergency Family and Medical Leave Expansion Act.
7. The above provisions of the Side Letter shall be in effect through June 30, 2021, with any leave entitlements described above expiring on that date, except those which are provided under federal, state or local law.
8. Acknowledging the necessity of members to be in service for the duration of this pandemic situation and as a result the inability for the Department to grant voluntary time off, for those members who reach the annual leave accrual limits (accrual cap), any additional leave which does not accrue based on the cap will be provided to the member as Limited Pandemic Leave (LPL). LPL will accrue through June 30, 2021, or when the City declares the local emergency is over, whichever occurs first. LPL can be used by members through December 31, 2021, upon approval by their supervisor in accordance with normal procedures for annual leave use. LPL will not be cashed out upon separation from the City or upon expiration of the entitlement to use leave on December 31, 2021.

9. The Parties understand the COVID-19 pandemic situation is rapidly changing and mutually agree to review the provisions of this side letter, as necessary.
10. Nothing in this side letter is intended to waive the Management Rights of the City or to require negotiations over matters not otherwise required to be negotiated under applicable law.
11. This Side Letter will be in effect from the date of approval by the City Council through December 31, 2021, and when approved will supersede the earlier Side Letter.

For the City: Maslene S. Best Date: January 14, 2021
For the Association: [Signature] Date: JANUARY 20, 2021